

**STATE OF UTAH**  
**STATEWIDE CONTRACT AR1469**

1. **CONTRACTING PARTIES:** This Statewide Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, and the following **CONTRACTOR**:

Ellucore Corporation

Name

110 Broadway Suite 400

Address

San Antonio, TX 78205

City

State

Zip

**LEGAL STATUS OF CONTRACTOR**

☐ Sole Proprietor

☐ Non-Profit Corporation

☒ For-Profit Corporation

☐ Partnership

☐ Government Agency

Federal Tax ID# 74-2992107 Vendor # 94829A Commodity Codes: 20464, 20621, 20623

Vendor Contact Person: Frank Caruso Vendor Phone #: (210) 212-6220

Vendor Fax #: (210) 212-6228 Vendor email address: fcaruso@ellucore.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:  
Data Communications Equipment and Associated OEM Maintenance & Training.
3. **CONTRACT PERIOD:** Effective date June 3, 2002 Termination date May 31, 2004 unless terminated early or extended in accordance with the terms and conditions of this contract.  
Renewal option: Renewable for one or two year terms up to four additional years.
4. **PRICING AS PER ATTACHMENT A (Addendum 1)**  
PAYMENT TERMS: Net 30  
DAYS REQUIRED FOR DELIVERY: standard lead times  
MINIMUM ORDER: none  
FREIGHT TERMS: F.O.B. Destination, Freight Prepaid
5. **ATTACHMENT A:** Addendum 1  
**ATTACHMENT B:** WSCA Standard Terms and Conditions  
**ATTACHMENT C:** Nortel and Cisco Price Discount Schedule  
**Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.**
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**  
a. All other governmental laws, and regulations applicable to the goods and/or services authorized by this contract.  
b. Utah State Procurement Code, Procurement Rules, RFP LW1907, and CONTRACTOR'S proposal response to RFP LW1907 dated 07-17-01.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

**CONTRACTOR**

**STATE OF UTAH**

Signature on file  
Contractor's signature

Signature on file  
Douglas G. Richins  
Director, Division of Purchasing

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **ATTACHMENT A ADDENDUM 1**

This Addendum serves to clarify terms and conditions of the contract between the State of Utah, referred to as STATE, and Ellucore Corporation, referred to as Contractor. The State of Utah is acting as the Lead State for the procurement process resulting in **WSCA Contracts for Data Communications Equipment, associated OEM Maintenance and Training.**

### **A. Manufacturer Product Line(s)**

This contract authorizes the Contractor to provide the following manufacturer's Data Communications Equipment, Maintenance, and Training, as listed by category. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract. Products covered under this agreement are:

Routers: Nortel  
Switches: Nortel  
LAN/WAN Wireless: Cisco  
CSU/DSU: N/A

### **B. State of Utah/WSCA Contract Manager**

Lois Wiesemann  
State of Utah  
Division of Purchasing and General Services  
State Office Building, Capitol Hill  
Room 3150  
Salt Lake City, UT 84114-1061

email: [loisw@utah.gov](mailto:loisw@utah.gov)  
Voice: (801) 538-3144  
Fax: (801) 538-3882

### **C. Remittance Address**

Ellucore Corporation  
110 Broadway Suite 400  
San Antonio TX 78205

### **D. Special Terms and Conditions**

The parties agree to amend the terms and conditions as follows:

1. Order of Precedence  
The order of precedence for the contract terms will be as follows:
  1. Addendum 1
  2. WSCA Terms and Conditions
  3. Contractor's Proposal Response to RFP LW1907
  4. RFP LW1907

2. Included Documents

The documents listed in Number 1 are included in the contract. It is agreed that any reference to the “Entire Agreement” includes these documents.

3. Public Information

The contract, including the price lists and the Response to the RFP, will be considered public documents and will be subject to government records policies in each state. The Contractor gives the STATE express permission to make copies of the information specified to provide to other STATE government entities that may use the contract, and to the public, in accordance with general STATE policies, including copies of said information that may be identified as confidential, proprietary, or copyrighted.

4. Arbitration

The STATE will not accept mandatory, binding arbitration. If there are any references to binding arbitration in the Contractor’s Response to the RFP, they will be null and void. The parties may agree, on a case by case basis, to voluntary arbitration to resolve contract issues.

5. Contract Period

The contract period, including renewal options, is listed on the STATE OF UTAH - Statewide Contract cover page. Renewals will be agreed to upon written authorization from both parties. All references to automatic renewals will be null and void.

6. Governing Law

This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the State of Utah. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity’s State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity’s State.

7. Revisions to the WSCA Standard Terms and Conditions

The WSCA Standard Terms and Conditions will be revised as follows:

A. **24. ASSIGNMENT/SUBCONTRACT** will be revised as follows:

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State. In the event of a merger of the Contractor which results in a change of ownership, this contract shall inure to the benefit of the successor entity.

B. Any additional changes listed by the Contractor in the Response to the RFP will be null and void.

8. Revisions to Contractor’s Response to the RFP

Note: Many of the changes below are listed in multiple locations throughout the response. The changes will apply to all instances of similar terms.

The Contractor's Response to the RFP will be revised as follows:

A. In Nortel Networks "Purchase and License Agreement," located in 4.3.3 and 4.4.3, that d) is modified as follows:

"d) The warranty period for Hardware and Software shall be the warranty period identified in the Nortel Networks warranty matrix in effect at the time of Customer's Order. Nortel will guarantee that the minimum warranty period for products will be 90 days. In the event Nortel Networks determines that repair or replacement as set forth in this Section 6 (of the Purchase and License Agreement) cannot be made using commercially reasonable efforts, Nortel Networks will refund to Customer the price paid for the Product, less applicable depreciation."

9. State of Utah Only Requirement

Attachment C from the RFP will apply to the State of Utah only. This term is as follows:

**E-PROCUREMENT:** The State of Utah has awarded an e-procurement system contract that has a transaction fee of 1% per order with a ceiling of \$500 for any one order of products/services. There are expected cost savings to the Contractors with implementation of the system. The successful vendor must agree to terms as described in the following subparagraphs:

a. The Contractor must agree to integrate its catalog of products/services into the e-procurement system. Once implemented, the Contractor must pay the transaction fees for orders placed against the contract. In the event, the Contractor fails to make payments, the State may: (i) eliminate the Contractor from the system in accordance with an escalation and review process developed by the State and its e-procurement vendor and (ii) terminate the State contract and award the contract to the next acceptable bidder.

b. At the time that the Contractor will be required to offer products/services through the e-procurement system, the State will negotiate an equitable adjustment in unit prices to account for the expected supplier fees on orders placed on the system. The State will negotiate a single pricing structure for contract purchases and (i) prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and (ii) require the Contractor to manually track and report the ordering volume of off-system purchases of supplies/services.

**E. Contractor Requirements**

1. Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. The procuring agencies will issue purchase orders and make payments to only the named contractors.

2. Serving Subcontractors

If using servicing subcontractors for the performance of local marketing, maintenance and/or technical support services in accordance with the terms and conditions of the contract. Servicing subcontractors may not directly accept purchase orders or payments for products or services from procuring agencies under the terms and conditions of the contract. The authorized procuring agency has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.

3. WSCA Administration Fee  
The contractor must pay a WSCA administration fee of one tenth of one percent (.10%) in accordance with the terms and conditions of the contract. The WSCA administration fee is not negotiable.
4. Usage Reporting Requirement  
Contractor must submit quarterly usage reports to the contract manager. Initiation and submission of the quarterly report is the responsibility of the contractor without prompting or notification by the contract manager. The due dates of each quarterly contract usage report are April 30, July 31, October 31 and January 31. Quarterly usage reports must contain total dollar usage figures for each WSCA member-state (and non-member state), per product category, per manufacturer, respectively. Usage figures must be provided per maintenance option. The report shall be accompanied with a check payable to Western States Contracting Alliance for an amount equal to one-tenth of one percent of the gross revenue for the quarter.
5. Change in Contractor Representatives  
The State of Utah/WSCA reserves the right to require a change(s) in contractor representatives if the assigned representative(s) is not, in the opinion of the State of Utah's contract manager, meeting its needs adequately.
6. Website Development and Maintenance  
Contractor must maintain said website and keep the information current and correct on a timely basis.
7. Rollout and Marketing  
Contractor may conduct a marketing effort as described in Contractor's proposal.
8. Right to Publish  
Contractor must secure prior approval from the contract manager, *via e-mail or letter*, for permission to release any information that pertains to the potential work or activities relating to this contract. Failure to adhere to this requirement may result in termination of the contract for cause.
9. Contractor's Scope of Equipment and Services  
Contractor may only fill contract orders from the scope of equipment and services under contract. Any sale made under this contract by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described in Section F may result in contract termination for cause.
10. E-Rate Requirement  
Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the contractor.
11. Freight Terms of Sale F.O.B. Destination, Freight Prepaid

Contractor will ship all products F.O.B. destination, freight included in the product price. Contractor may not include freight charges on invoicing. Failure to comply with this requirement may result in contract termination for cause.

Whenever a procuring agency does not accept any product and returns it to the contractor, all related documentation furnished by the contractor shall be returned also. The contractor shall bear all risk of loss or damage with respect to returned products except for loss or damage directly attributable to the negligence of the procuring agency. Contractor is responsible for the pick-up of returned equipment.

12. Price Guarantee Period

Percentage discount depth from list is not subject to a “price increase request” that would result in a less attractive discount; discounts may only be adjusted by the contractor to reflect a deeper discount(s). The discount is applied to manufacturers current published list price schedule(s).

Maintenance and any training related costs are guaranteed for two years.

13. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list and its discount.

14. Maintenance of Current Price List with Discount(s) Applied

Manufacturer’s price list(s) must be tailored for WSCA with the WSCA contract discount(s) applied; this must be created and maintained by the contractor on an Internet website hosted by the contractor, at no additional charge(s) to the State of Utah or WSCA. This website will be listed as a link from the WSCA website.

**F. Contract Scope of Equipment and Related Services**

Any sale by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described below may result in contract termination for cause.

1. Discounts from Manufacturers Price Lists

a. Pricing Discounts

Nortel: see attached price discount schedule (Attachment C)

Cisco: see attached price discount schedule (Attachment C)

b. WSCA Member-State coverage

Ellucore will distribute product directly to the WSCA members via a network of manufacturers, distributors and servicing subcontractors (see WSCA Vendor Contact Map in PDF). All products will be shipped directly to the address designated by the WSCA purchasing entity unless otherwise

directed.

Ellucore will provide on-site training, consulting, and engineering to WSCA member entities through regional field offices located in Denver, CO; San Francisco, CA; Los Angeles, CA; Phoenix, AZ; and San Antonio, TX. Each Ellucore field sales office is staffed with a regional sales manager, sales representatives, account managers, and sales administration personnel. Ellucore Corporation will deploy engineering and other technical personnel from the corporate offices located in San Antonio, Texas. Each Ellucore Corporation regional sales office will provide support to its designated WSCA members with regularly scheduled training (delivered on-site by Ellucore and/or vendor personnel), in-field technical support, specification assistance, consulting services, and conflict resolution.

Ellucore Corporation will also provide a Director of Quality Assurance based in the WSCA region, whose primary focus will be executing and servicing the WSCA contract. The Ellucore Director of QA will serve as a central point-of-contact for all Ellucore/WSCA purchase orders via a toll free hotline, via the Ellucore/WSCA website, and via email.

## 2. Resolution of Customer Problems

Ellucore Corporation will provide a Customer Support Center for WSCA members during weekday business hours, which will field all technical and service related issues. The CSC will be operational from 8 a.m. CST to 5 p.m. PST Monday through Friday. The center can be reached by using a designated WSCA toll free hotline. An ACD will be used to give WSCA in-coming calls top priority.

The CSC operators will be trained in both minor product related issues and problem resolution techniques. In addition, the CSC operators, if unable to resolve a technical issue, will connect the caller to the specific product manufacturer technical support center.

All questions, complaints, and inquiries will be logged and resolved within a 24-hour period. If a WSCA member feels a suitable solution has not been achieved within the prescribed timeframe the matter is then directed to the appropriate Regional WSCA account representative and Director of Quality Assurance. This action will result in a written assessment and phone contact with the party(s) affected by the incident in question. The matter will not be closed until both the Director of QA and the WSCA Account representative have documented the issue's resolution to the customer's satisfaction.

For service related issues, and when specified in a delivery order, Ellucore will provide 24x7x365 technical support.

## 3. Escalation Procedures

Nortel: Problem notification encompasses a one-call process. All service calls are placed to our Technical Solutions Center (TSC) by dialing toll-free 1-800-2LANWAN (1-800-252-6926). The anticipated and guaranteed response times are in accordance with the terms of the service-contracted customer's specific service level support plan. Complete details of Nortel Networks

problem reporting process and escalation procedures for problem resolution are provided in the Customer Service documentation included in Appendix "Nortel C/S" in the response to the RFP.

4. Technical Services (Equipment Warranty, Installation, Training, Maintenance Options, Replacement Parts)

Nortel Networks product warranty periods vary from product to product (ranging from 90-days to one-year) and the warranty period for each product is as specified in the Price List currently in effect on the date that a customer's order is received. The warranty period begins on the date that the product is shipped to the customer. Nortel Networks standard warranty provides for Return to Factory, 20-day turnaround, repair or replacement of the failed component. Nortel Networks equivalent to extended warranty programs for extended parts and labor is an annual maintenance service agreement. The proposed Nortel Networks Passport 6400 and Passport 4400 feature a one-year warranty on hardware components and a 90-day software warranty, and the Nortel Networks Passport 2430 features a 90-day warranty on both hardware and software.

Following is Nortel Networks warranty policy as stated in Article 6. Warranty of the standard Nortel Networks "*Purchase and License Agreement*".

- a) Nortel Networks warrants that Hardware i) is free from defects in materials and workmanship and ii) substantially conforms to Nortel Networks' published specifications. If Hardware does not function as warranted during the warranty period, Nortel Networks will determine to either i) make it do so, or ii) replace it with equivalent Hardware.
- b) Nortel Networks warrants that when Software is used in the specified operating environment it will substantially conform to its published specifications. If Software does not function as warranted during the warranty period, Nortel Networks will provide a suitable fix or workaround or will replace the Software; provided Software is within one software release level of the then-current software.
- c) Services will be performed in a professional and workmanlike manner. If Services are not performed as warranted and Nortel Networks is notified in writing by Customer within 30 days, Nortel Networks will re-perform the non-conforming Services.
- d) The warranty period for Hardware and Software shall be the warranty period identified in the Nortel Networks warranty matrix in effect at the time of Customer's Order. In the event Nortel Networks determines that repair or replacement as set forth in this Section 6 cannot be made using commercially reasonable efforts, Nortel Networks will refund to Customer the price paid for the Product, less applicable depreciation.
- e) No warranty is provided for i) supply items normally consumed during Product operation; ii) failures caused by non-Nortel Networks products; iii) failures caused by a Product's inability to operate in conjunction with other Customer hardware or software; or iv) performance failures resulting from services not performed by Nortel Networks or Customer's failure to purchase all necessary Products under this Agreement. Warranty will be voided by misuse, accident, damage or modification, failure to maintain proper physical or operating environment or improper Customer maintenance. Software is not warranted to operate uninterrupted or error free. THESE WARRANTIES AND LIMITATIONS ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



f) Nortel Networks provides Third Party Vendor Items on an “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, unless Nortel Networks specifies otherwise. However, such Third Party Vendor Items may carry their own warranties and Nortel Networks shall pass through to Customer any such warranties to the extent authorized.

Nortel Networks acknowledges and accepts both the offeror and buyer agree that the buyer has the right to perform any routine maintenance and/or repairs required within the warranty period without jeopardizing the offeror's warranty or guarantee.

Nortel agrees to replace or repair any defective parts during the warranty period. The buyer may agree to replace these parts or choose to have repairs and modifications done by the offeror or their local service representatives in accordance with the standard warranty provisions detailed in the Nortel Networks “Purchase and License Agreement”.

Nortel Networks is fully capable of providing local service support to customers nationwide.

### **Replacement Parts**

Once a product is announced to be at the end-of-life, Nortel Networks Enterprise Solutions strives to provide up to 5 years of support for customers with a current contract under the Assurance Service programs at the time of the product’s Last Order Date as published in the Nortel Networks Price List. Nortel Networks Enterprise Solutions is not required to provide free support services either during or after this timeframe, and may, in its sole discretion, charge premiums for continued support of any discontinued products. Continued support for any discontinued Product beyond this period may be provided on a commercially reasonable efforts basis, as determined by Nortel Networks.

Nortel Networks standard warranty provides for Return to Factory, 20-day turnaround, repair or replacement of the failed component. Nortel Networks obligation is to repair or replace (at our discretion) any failed hardware item returned to Nortel Networks under a proper Return Materials Authorization. Repairs preformed by anyone other than Nortel Networks (or an approved agent) will void the warranty. Defective parts must be returned to Nortel Networks within 30 days of failure, or customer pays purchase price of part. Shipping - Nortel Networks pays shipping fees to customer. Customer pays return fees.

### **Return Material Authorization Process**

A Return Material Authorization (RMA) must be obtained prior to returning a defective part and must accompany the part, as follows:

- Direct end-user customers and partners can request an RMA via the telephone or a fax
- Contracted partners may also request RMAs through the Internet
- Customer's of partners must initiate the RMA process through their partner, and return all parts back to Nortel Networks through their partner

- Direct end-user customers and partners can request an RMA by calling the following Nortel Networks numbers:

US & Canada  
800-2LANWAN, ERC 275 (Phone)  
408-495-1100 or 978-916-3474 (Fax)

### Information Required To Request an RMA

- Proof of purchase (purchase date may be requested if ship date cannot be verified)
- Model number and serial number of the unit(s)
- Requester name, telephone and fax numbers
- Name and telephone number of person responsible for defective parts return (if different than RMA requester's name)
- Ship to address, including contact name and phone number of individual receiving replacement part

### Out-of-Warranty Repairs

If a product is out-of-warranty and not covered under a service agreement/contract, then the RMA process is still used as with products under warranty or contract. A service and repair price will be quoted at that time; pricing can vary depending on the age of the product, type of product, and whether is at end-of-life or not.

Discounts apply to Nortel Networks maintenance service contracts only.

### Maintenance

Nortel Networks is fully prepared to assist participating WSCA members in meeting their ongoing network support requirements. We recognize that continued support is vital to the successful and cost-effective operation of customer networks, and we're poised to assist customers with addressing and resolving any problems that may arise as effectively and efficiently as possible. The following details our proposed maintenance options for meeting the service and support requirements specified in Option Plans 1, 2, 3 and 4. Please refer to the Excel spreadsheet for detailed pricing information on the various maintenance plan options available.

#### Option Plan 1 - Time & Materials

Nortel Networks provides Assurance Services through Global Customer Care Services (GCCS) and also provides options for customers to purchase Assurance and Maintenance Service through select partners. These offerings vary from state to state and by product. These solutions can be provided by each individual state's appropriate designated Nortel Networks partner.

#### Option Plan 2 - Software and Minimal Maintenance

Nortel Networks Next-Business-Day Courier Service, which includes advance shipment and delivery of field-replaceable hardware components the next business day, Monday through Friday, 7:00 a.m. to 7:00

p.m. customer local time (excluding Nortel Networks holidays), is proposed to meet the requirements of this option. Software maintenance and 7x24x365 technical telephone support is also provided. Please refer to the previous response to paragraph #4.3.1.31 for a detailed description of this maintenance service option.

#### Option Plan 3 - 8 to 5 Service and Maintenance

Nortel Networks Next-Business-Day OnSite Service, which includes on-site installation of field-replaceable hardware components the next business day, where applicable, Monday through Friday, 7:00 a.m. to 7:00 p.m. customer local time (excluding Nortel Networks holidays), is proposed to meet the requirements of this option. Software maintenance and 7x24x365 technical telephone support is also provided. Please refer to the previous response to paragraph #4.3.1.31 for a detailed description of this maintenance service option.

#### Option Plan 4 – 7 X 24 X 4 Service and Maintenance

Nortel Networks Around-the-Clock (24x7, 4-hour) OnSite Service, which includes on-site installation of field-replaceable hardware components within four hours (depending on distance) 7x24x365 (including Nortel Networks holidays), is proposed to meet the requirements of this option. Software maintenance and 7x24x365 technical telephone support is also provided. Please refer to the previous response to paragraph #4.3.1.31 for a detailed description of this maintenance service option.

Nortel Networks' standard billing procedure according to our service contract terms and conditions is on a monthly basis. Therefore, if the customer gives Nortel Networks a 30-day advance notice, the contract will be terminated the following month.

Routine trouble shooting and regular preventive maintenance on the Passport 6000 series and the Passport 4000 series is a non-intrusive activity that does not require shutting down the equipment. Preventive maintenance is typically performed once per quarter (three-month intervals), and consists of the following activities: replacing air filters, inspection of connections and equipment, and general cleaning of equipment exteriors. These activities are fully described in the Nortel Networks NTPs Hardware Maintenance Guides and can be performed by customer personnel without obtaining a service certificate.

Nortel Networks currently has more than 500 field Customer Service and Support personnel worldwide, including over 400 domestic field and Technical Solution Center (TSC) support personnel. These highly experienced individuals provide customers with support coverage seven days a week, 24 hours per day (7x24 coverage), 365 days per year. Our service strategy assures you of the support you require when you require it.

Nortel Networks Technical Support Engineers are highly skilled, qualified experts. Nortel Networks prides itself on having some of the most experienced service engineers within the industry. All of our service engineers receive continuous and extensive training across the full breadth of the Nortel Networks product line, thus ensuring their complete knowledge of our products. We provide training to all of our Technical Support Engineers and Field Engineers on all current, past and future Nortel Networks products. All TSC Technical Support Engineers and Field Engineers receive full Nortel Networks certification within one year of their hiring date. Our Technical Staff has an average of four

years of Nortel Networks experience and over 10 years of industry experience. To our knowledge, no other vendor within the networking industry can claim an average level of experience that exceeds the experience level of our Technical Support staff. Additionally, our Technical Support Engineers have direct access to the Product Engineers directly responsible for the product.

## **Required Nortel Networks Qualifications & Experience**

### **Experience**

A minimum of five years experience in Telecommunications in one or more of the following areas:

- Project Management,
- Engineering,
- New Product Introduction,
- Customer Service,
- Installation,
- Marketing, or
- Equivalent with a focus on process, change management, system analysis and project management.

### **Qualifications:**

- Demonstrated experience in above areas.
- Product knowledge.
- Familiarity with internal TSE, installation, and customer service process.
- Knowledge of web-based tools.
- Customer interface and interpersonal skills.
- Planning and directing work in a matrix organization.
- Assembling project teams.
- Proactively identifying and reporting project risk.
- Team building and negotiating skills.

### **Spare Parts Availability**

Nortel Networks Logistics maintains relationships with third-party vendors who include Federal Express, IBM, Unisys, IEC/DHL and Logistics. These partnerships provide our customers with additional spare parts depots and qualified engineers, which enhance Nortel Networks service capabilities. Spare part inventory per each depot is determined by equipment type supported. We currently have several spares depots in close proximity to participating WSCA members, including the following locations:

#### **Nortel Networks - IBM Stocking Locations Spare Parts Depots**

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ALBUQUERQUE - 4320 YALE BLVD, NE, SUITE D, ALBUQUERQUE, NM. 87107

ANCHORAGE - 4501 BUSINESS PARK BLVD., SUITE L, ANCHORAGE, AK. 99503  
 BILLINGS - 401 NORTH 31<sup>ST</sup> STREET, 6<sup>TH</sup> FLOOR, BILLINGS, MT. 59101  
 CONCORD - 1340 F GALAXY WAY, CONCORD, CA. 94520  
 COSTA MESA - 3176 PULLMAN, #106, COSTA MESA, CA. 92626  
 DENVER - 4800 COLORADO BLVD. DENVER, CO. 80216  
 FRESNO - 285 W BULLARD AVENUE, FRESNO, CA. 93704  
 HAWAII - 1240 ALA MOANA BLVD., 1<sup>ST</sup> FLOOR HONOLULU, HI. 96814  
 HAYWARD - CDC 2660 WINTON AVE. HAYWARD, CA. 94545  
 HELENA - 1710 NATIONAL AVENUE, BLDG 1, HELENA, MT. 59601  
 LAS VEGAS - 3021 SOUTH VALLEY VIEW, BLVD, UNIT 106, LAS VEGAS, NV. 89102  
 LONG BEACH - 3299 HILL STREET, SUITE #305, SIGNAL HILL, CA. 90804  
 LOS ANGELES - 10551 HATHAWAY AVE, SANTA FE SPRINGS, CA. 90670  
 MINNEAPOLIS - 2480 LONG LAKE ROAD, ROSEVILLE, MN. 55113  
 ONTARIO - 4395 LOWELL STREET, SUITE F, ONTARIO, CA. 91761  
 PHOENIX - 4602 EASTELWOOD, SUITE 11, PHOENIX, AZ. 85040  
 PHOENIX - 652 N. 52<sup>ND</sup> AVENUE, PHOENIX, AZ. 85043  
 PORTLAND - 15889 SW 72<sup>ND</sup> AVENUE. TIGARD, OR. 97224  
 ROCHESTER (MN) - 1831 24<sup>TH</sup> STREET N.W, ROCHESTER, MN. 55901  
 SACRAMENTO - 4200 82<sup>ND</sup> STREET, SUITE J, SACRAMENTO, CA. 95826  
 SALT LAKE CITY - 2570 WEST 2589 SOUTH, SUITE A, WEST VALLEY, UT. 84119  
 SAN DIEGO - 5644 KEARNY MESA ROAD, SUITE R, SAN DIEGO, CA. 92111  
 SAN FRANCISCO - 1511 ADRIAN RD., BURLINGAME, CA. 94010  
 SAN FRANCISCO - 425 MARKET STREET, 9<sup>TH</sup> FLOOR, SAN FRANCISCO, CA. 94105  
 SAN JOSE - 1202 COLEMAN AVENUE, SANTA CLARA, CA. 95050  
 SEATTLE - 1097 ANDOVER PARK E. TUKWILA, WA. 98188  
 SPOKANE - 109 SOUTH SCOTT STREET, SUITE B52, SPOKANE, WA. 99202  
 VAN NUYS - 16735 SATICOY, SUITE 107, VAN NUYS, CA. 91406  
 WEST COVINA - 16045 KAPLAN INDUSTRY, CA. 91744

To further reduce any downtime to customers in the event of a hardware failure, Nortel Networks recommends having one of each type of chassis and interface cards on hand as a spare.

## **Training**

To ensure that WSCA agency personnel are proficient in the use of the proposed equipment and enable them to successfully install, configure and perform minor troubleshooting, Nortel Networks recommend that, at a minimum, your personnel attend the following instructor-led technical training courses:

- Passport 6400 Operations and Maintenance (Course Number: #7280C)
- ATM on Passport 6400 (Course Number: #7281C)
- Passport NMS Operations (Course Number: #7392C)  
(Note: Not available on-site)
- Passport 4400 Operations and Maintenance I (Course Number: #7822C)
- Passport 4400 Operations and Maintenance II (Course Number: #7823C)

Course Overviews, which provide a detailed description of the training curriculum, including key topics and course objectives, for the recommended technical training courses are provided as follows.

## Technical Training Course Overviews

### Passport 6400 Operations and Maintenance

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**COURSE NUMBER:** 7280C

**DURATION:** 5.0 Days

**PRICE:** \$2,200.00

**PREREQUISITE COURSES:** 7159T

**PREREQUISITE SKILLS:**

7159 Passport Overview is recommended.

- Data/Telecommunications basics
- Understanding of WAN protocols recommended.

**EQUIPMENT REQUIREMENTS:**

All Passport equipment required for courses taught onsite will be shipped by Global Knowledge to the course site. In addition to a standard classroom setup (white boards, desks, projection equipment), the room must be large enough to accommodate the students, instructor and equipment. Most travel networks consist of two 8 ft. by 4 ft. cases. The travel network requires up to 18 standard AC outlets.

**RELATED COURSES:**

- 7392C Passport NMS Operations
- 7396C InterLAN Switching (ILS) for Passport 6400

**DESCRIPTION:**

This course provides you with a discussion of the operational aspects of the Nortel Networks Passport 6400 series. This discussion includes a description of the Passport hardware and software architectures, component structure, and command structure.

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- Describe each of the Passport 6400 models and its functions
- Specify the function of Passport 6400 cards and termination panels
- Describe the software architecture
- Describe Passport alarms
- Describe the disk file system which is used for storage of data collection files, software files, provisioning files
- Perform disk maintenance activities
- Describe and perform a software download from a software distribution site
- Perform testing on cards, the bus and loopback test on ports
- Describe and perform exercises to understand how connectionless traffic is routed in a Passport network
- Describe the path oriented routing system
- Describe network clock synchronization
- Describe and perform on-line provisioning

- Describe and run the "startup" process for Passport

This course is very hands-on intensive. Students learn all components of the Passport, and then build it from scratch. Students will troubleshoot a series of Passport problems using the VT-100 interface.

**KEY TOPICS:**

- Major components of a Passport. node and their functions
- Classes of Passport processor cards
- Software architecture which includes the operating system, network management system, node management, and networking system
- Passport alarms

### ATM on Passport 6400

**COURSE NUMBER:** 7281C

**DURATION:** 4.0 Days

**PRICE:** \$1,733.00

**PREREQUISITE COURSES:** 7280C

**PREREQUISITE SKILLS:**

- Describe the basic ATM concepts
- Use Passport commands to determine the hierarchy and status of Passport components
- Use Passport commands to provision Passport services
- A Basic understanding of UNIX is suggested.

**EQUIPMENT REQUIREMENTS:**

All Passport equipment required for courses taught onsite will be shipped by Global Knowledge to the course site. In addition to a standard classroom setup (white boards, desks, projection equipment), the room must be large enough to accommodate the students, instructor and equipment. Most travel networks consist of two 8 ft. by 4 ft. cases. The travel network requires up to 18 standard AC outlets.

**RELATED COURSES:**

- 7392C Passport NMS Operations
- 7396C InterLAN Switching (ILS) for Passport 6400

**DESCRIPTION:**

This course describes Passport's ATM services and capabilities. To reinforce learning, you are required to complete a number of exercises on the topics covered during the lectures.

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- Describe the Passport ATM capabilities
- Describe the major functional parts of an ATM Function Processor (FP)
- List the ATM Function Processors and describe their sparing capabilities

- Trace the data path of ATM cells and frames on a block diagram of an ATM function Processor
- Map out the Passport ATM components and attributes used to provide ATM services
- Trace an ATM Bearer Service from the ingress point of a Passport network to its egress point
- Describe how Passport trunks are implemented over ATM
- List operational capabilities for resolving ATM problems on Passport
- Display status and performance information for ATM connections
- Perform ATM loop back tests
- Describe the key provisionable ATM components and attributes
- Provision an ATM Bearer Service
- Provision Trunks over ATM

#### **KEY TOPICS:**

- Passport's ATM hardware and software features
- ATM services on a Passport switch
- Debug failures in a Passport ATM network

### **Passport NMS Operations**

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**COURSE NUMBER:** 7392C

**DURATION:** 2.0 Days

**PRICE:** \$961.00

**PREREQUISITE COURSES:** 7280C, 7159T

**PREREQUISITE SKILLS:**

- Describe the function of the Passport
- Use Passport network commands
- Understand the NMS, Access Control, Data Collection, and Routing systems of Passport
- Understand hardware components of the Passport
- A basic understanding of UNIX is suggested.

#### **EQUIPMENT REQUIREMENTS:**

Equipment Required to Conduct Training On-Site:

- SUN workstation (1 workstation per 2 students, maximum of 3 students per workstation)

Workstation set-up:

- SUN workstation installed with specified NMS software and the appropriate SUN software



- Hardware configuration of the workstations must meet Nortel Networks specifications
- Workstations must have the NMS Advisor, and NMS Architect tools installed
- Connectivity to Passport network is required

Standard classroom set-up: Student desks and chairs, course materials, overhead, white board or flip chart

**RELATED COURSES:** 7392C Passport NMS Operations

**DESCRIPTION:**

This course is designed for anyone responsible for managing a Passport network using the NMS.

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- Identify the functions, and the hardware and software components of the NMS
- Perform general functions pertaining to the use of the workstation. Such functions include log on and log off procedures, window and mouse manipulation, and tools access.
- Understand and use each function belonging to the NMS Advisor Toolset
- Troubleshoot a series of Passport network problems/alarms using the NMS

### Passport 4400 Operations and Maintenance I

**COURSE NUMBER:** 7822C

**DURATION:** 5.0 Days

**PRICE:** \$1,943.00

**PREREQUISITE COURSES:** 1001H, 7500C

**PREREQUISITE SKILLS:**

- TCP/IP
- Local Area Network (LAN) and Wide Area Network (WAN) technologies
- Analog voice
- Digital voice

**EQUIPMENT REQUIREMENTS:** None

**RELATED COURSES:** None

**DESCRIPTION:**

This course on the Passport Multiservice Access Device is required of all students interested in becoming proficient in the installation and configuration of the Passport 4400 Series product. The course provides information about product features, operational and management functions of the product, and installation and configuration information. Through instructor-led hands-on lab exercises, you will install, configure, verify operation, and troubleshoot the hardware and software in pre-designed networks.

This course provides you with the necessary skills to install, configure, and troubleshoot a Passport 4400 in a small-to-medium size enterprise network. This course also covers the Passport 4460 Release 4.1, which includes all the functionality of the Passport 4400 Release 4.0, plus additional features. The hardware platform is different and the modules are not interchangeable between the 4400 and 4460 units.

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- Describe the features and functions of the Passport 4400 family of products (including the 4460)
- Describe the Passport 4400 product concepts, associated terminology, and specifications
- Properly install and cable a Passport 4400 network
- Use the Install Tool and Configurator tools to complete a basic node installation
- Apply basic Internet Protocol (IP) concepts to the Passport 4400 products
- Ensure proper network operation
- Observe and resolve basic configuration errors
- Describe the functions and features of the Passport 4400 Series products

**KEY COURSE TOPICS:**

- Passport 4400 Release 4.0 Series Overview
- Passport 4400 Base and Serial Hardware
- Passport 4400 Series Architecture
- Passport 4400 Series Operations
- Passport 4400 Cascade Networks
- Passport 4400 Series Voice
- Passport 4400 Series LAN/ FRAD Connections
- Passport 4400 Series Network Design

**Passport 4400 Operations and Maintenance II**

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**COURSE NUMBER:** 7823C

**DURATION:** 5.0 Days

**PRICE:** \$1,943.00

**PREREQUISITE COURSES:** 7822C, 1001H, 7500C, 1005H, 2012T

**PREREQUISITE SKILLS:**

- TCP/IP
- Local Area Network (LAN) and Wide Area Network (WAN) technologies
- Analog and digital voice including T1/E1

- OSPF
- X.25 and SNA/SDLC protocols
- Analog and digital voice

**EQUIPMENT REQUIREMENTS:** None

**RELATED COURSES:** None

**DESCRIPTION:**

This course describes the Passport 4400 Release 4.0 features including configuration management enhancements, IP services, telephony services, legacy data services, and WAN services. This course focuses on Passport 4400 Release 4.0 features including OSPF, IP filtering and prioritization, voice Over IP, DHCP, Asynchronous over TCP, X.25, and SNA.

The course explains the new hardware and data features of the Passport 4400 4.0 Release, describes data and voice interoperability considerations between the Passport 4400 and other devices, and introduces the Install Tool user interface and the Configurator Management tool. This course also includes the Passport 4460 Release 4.1.

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- List and explain the new features of Passport 4400 Release 4.0
- Configure Passport 4400 by using configuration management tools
- Describe the configuration and implementation of new features including IP services, telephony services, legacy data services, and WAN services
- Validate Passport 4400 operations in various network topologies

**KEY TOPICS:**

- Passport 4400 Release 4.0 features
- Passport 4400 configuration management tools
- Implementation of OSPF in single and multiple areas
- IP prioritization and filtering
- Dual DHCP
- Voice over IP
- Voice enhancements
- Asynchronous over TCP
- X.25 theory and operations
- SNA services
- Passport 4400/ 6400 integration

**Global Knowledge – Nortel Networks Premier Education Partner**

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Global Knowledge is now Nortel Networks Premier Education Partner responsible for the development and delivery of Nortel Networks Enterprise Solutions products technical training in North America.

Leveraging Global Knowledge's core competency as the world's largest independent IT education company as well as the world's largest networking training company, ensures that Nortel Networks can continue to deliver optimal, high quality training to customers. With the addition of Nortel Networks North American Enterprise Solutions Training organization, Global Knowledge employs over 1,700 employees in 21 countries, offering a multitude of courses in 16 languages.

Global Knowledge is the world's leading IT education integrator whose entire focus is quality education. Nortel Networks customers benefit from and have access to the complete IT solutions offered by Global Knowledge. This comprehensive breadth of offerings provides Nortel Networks customers access to over 400 different courses on a daily basis. Global Knowledge's delivery mediums place them well above other training providers. No other provider offers Nortel Networks customers as many different IT courses, in combination with as comprehensive a delivery mix:

- Instructor-led classroom training
- Live interactive distance learning solutions
- Self-paced training
- Onsite training
- Customized programs

A current published Course Schedule for all of our Technical Training Course offerings, complete with course description, dates and locations, is maintained on the World Wide Web and accessible at <http://get.globalknowledge.com/norteltraining/>.

*4.3.3.16 The offeror must offer technical training and provide cost information for a qualified instructor to provide this training. This cost information must cover two possible venues, either the Buyer's location or the contractor's location.*

Instructor-led training can be conducted either at an authorized Nortel Networks training facility or on-site at a location designated by participating WSCA agencies. The costs for on-site instructor-led training conducted at a designated customer facility is provided below. This includes hands-on training with equipment on-site. Otherwise, if the customer elects to attend the instructor-led training course at an authorized Nortel Networks training facility, the price per student is as listed in the Technical Training Course Overviews provided in our previous response to paragraph #4.3.3.15.

#### Pricing for Onsite Classes

##### **Course Number 7280N: Passport 6400 Operations and Maintenance (5 days)**

\$6,000 per day for 12 students

\$2,200 per each additional student over 12 (max 16)

This includes T& L, Equipment & Books.

Per Class

##### **Course Number 7281: ATM on Passport 6400 (4 days)**

\$6,000 per day for up to 12 students only

This includes T&L, Equipment & Books.

Per Class

##### **Course Number 7822: Passport 4400 Operations and Maintenance I (5 days)**

\$6,000 per day for 12 students

\$1,943 per each additional student over 12 (max 16)

This includes T&L, Equipment & Books.  
Per Class

**Course Number 7823: Passport 4400 Operations and Maintenance II (5 days)**

\$6,000 per day for 12 students

This includes T&L, Equipment & Books.  
Per Class

### Nortel Networks On-Site Training

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The task of keeping your network running at optimum performance is an ongoing challenge. Without continuous, up-to-date technical training, your staff -- and your business -- is at a disadvantage. The WSCA agencies' staff can spend less time away from the office and more time learning how to optimize your network -- with Nortel Networks On-Site Training. Let Nortel Networks and our Authorized Education Centers bring comprehensive training courses directly to you!

#### On-Site WSCA Classroom/Lab requirements:

##### Space Requirements

- 800-1,000 sq. ft. minimum for both classroom and lab with adequate AC and heat controls
- This will accommodate both an area for a classroom setting and a lab which may be in the same or separate rooms
- The lab area must be one that can be secured

##### Instructor's Classroom Area Requirements

- Whiteboard and markers
- Flip chart and stand with flip-chart markers
- Table for the instructor's use

##### Student Classroom Area Requirements

- 3' of table space per student
- Average of 12 students per class

##### Lab Area Requirements

- Eight 5' tables or six 8' tables

##### Power Requirements

- Receptacles and power strips to operate 24 devices
- Total power requirements of 120 amps @ 110V
- Heavy duty extension cords (12 gauge recommended) to reach the lab requirements

The actual training course fees are then applied (i.e., the actual cost of the class x number of students who will attend.)

## On-site Training Makes Good Business Sense

Your technical staff needs up-to-the-minute training, yet they need to ensure your network's availability and performance at the same time!

Nortel Networks On-Site training is a perfect solution for organizations that need to train groups of up to 12 network managers and administrators.

### **The benefits to you and your organization are considerable:**

- Save on travel and lodging expenses.
- Focus on the training that specifically meets your organization's needs.
- Choose the time and place for lecture/lab courses delivered by highly qualified instructors.
- Train your entire staff quickly and economically.

### **Get the Network Training You Need - The Way You Need It!**

Nortel Networks On-Site Training can address all your training requirements for Nortel Networks products. Choose courses that range from "Internetworking Fundamentals", to "Network Management with Optivity Enterprise for UNIX", to "Frame Switch Interoperability and Implementation". You can select just the course you want from the Nortel Networks course schedule.

### **With On-Site Training, you get:**

- A certified Nortel Networks instructor
- Nortel Networks training materials
- Equipment needed to conduct current Nortel Networks lecture/lab courses on-site

### **Register for Nortel Networks On-Site Training Today!**

Contact your local Nortel Networks Educational Services Center to find more information and pricing for an On-Site at your location: In the U.S., please call 877-662-5669, Option 1, Option 3, Option 2. For international calls, please call 972-362-3999 Option 1, Option 3, Option 2.

Nortel Networks places people and facilities around the world consistent with the requested services to support customers' requirements. Nortel Networks has the resources in place locally to support the service requirements of participating WSCA members, including the following service and support facility locations:

Location	Number of Technicians
Santa Clara, CA	4
Phoenix, AZ	4
Irvine, CA	2
El Segundo, CA	9
Englewood, CO	4
Bellevue, WA.	4
San Diego, CA	2
San Ramon, CA	1

Location	Number of Technicians
Portland, OR	1
Sacramento, CA	1
Fairfield, CA	1

Nortel Networks offers several levels of 24x7x365 hardware and software support on the proposed routers, including the following:

- Technical Telephone Support, which includes 24x7x365 toll-free telephone access directly to a Technical Support Engineer at one of our six Technical Solutions Centers (TSC).
- Around-the-Clock (24x7, 4-hour) Courier Service, which includes advance shipment and delivery of field-replaceable hardware components within four hours (depending on distance) 7x24x365 (including Nortel Networks holidays).
- Around-the-Clock (24x7, 4-hour) OnSite Service, which includes on-site installation of field-replaceable hardware components within four hours (depending on distance) 7x24x365 (including Nortel Networks holidays).

#### Network Support Services Overview

Nortel Networks is fully prepared to assist participating WSCA members in meeting their ongoing network support requirements. The information that follows provides an overview of our entire portfolio of maintenance and support services capabilities available to ensure ongoing network operations. Pricing for maintenance services varies depending on the service level support plan selected at the time of contract negotiation. Please refer to the Excel spreadsheet which provides detailed pricing information on the various maintenance plan options available. If necessary, additional pricing information can be provided upon further discussion of your service level requirements with us.

#### Assurance Services

Our Assurance Services family of support offerings delivers services to meet your post-installation maintenance and reliability needs. They enable you to select from a menu of maintenance and value-added services, which are designed to be flexible, innovative and ensure optimal network performance. Following is a detailed look at our Assurance Service offerings, which include Access Service (for telephone support, online technical service, and software maintenance), Courier Service (for on-time parts delivery), and Onsite Service (for on-site parts replacement). Assurance Services are the technical support services available to our customers contracting for technical support directly from Nortel Networks.

#### Access Service for 7X24 Technical Support

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Access Services are a basic set of technical support services. Access Services include two sets of services -- Software Application Service (SWAS) and Core Service. Core Service is the basic set of technical support services required by contracted customers for all Nortel Networks hardware and operational software products. SWAS is the set of technical support services for select software applications products only. Access Services include telephone support, Assurance Online -- our new

Web-based suite of electronic services that provide online support -- and software maintenance for the products they support.

### **Telephone Support**

With Telephone Support, you get telephone access via a toll-free phone number routed directly to a Technical Support Engineer at one of our Technical Solutions Center (TSC). In addition, there are no restrictions on the number or qualifications of the personnel who are eligible to make the call.

### **Assurance Online**

The Assurance Online Web site provides access to a full suite of electronic technical support tools and features available to you 7x24x365. Depending upon the product, the features may include a problem/solutions database; a status review of all known software bugs; the ability to download software releases, patches, fixes updates and maintenance releases; online information forums; online course registration; access to technical documentation; and much more.

### **Software Maintenance**

We also provide generally available software releases, maintenance updates, patches, and fixes to customers. These are distributed either electronically via the WWW or by CD-ROM, where appropriate.

### **Courier Service for On-Time Parts Delivery**

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Customers have the option of selecting one of the following Parts Delivery services for all similar components being maintained at a single site: Return-to-Factory, Next-Business-Day, Same-Business-Day, and Around-the-Clock. These Services are based on the response time for delivering the replacement component and hours of coverage. The fee for this service includes the Access Core Service fee. Availability of this service is subject to local country capabilities including customs, legal, or other country-specific issues preventing our meeting this response.

#### **Return-to-Factory**

Return the field-replaceable defective component directly to a Nortel Networks repair facility. We will make a reasonable effort to return the repaired or replaced component back to you within ten business days from the day we receive the part.

#### **Next-Business-Day**

After initiating the return process, you will receive advance shipment of field-replaceable hardware components. We will make a reasonable effort to deliver the component the next business day, Monday through Friday, 7:00 a.m. to 7:00 p.m. customer local time (excluding Nortel Networks holidays). Availability is subject to regional stocking and delivery capabilities.

#### **Same-Business-Day (7a.m. - 7p.m., 4-hour)**

After initiating the process, you will receive advance shipment of field-replaceable hardware components. We will make a reasonable effort to deliver the component the same business day, within four hours, depending on customer location and the time when the diagnosis was completed, Monday through Friday, 7:00 a.m. to 7:00 p.m. customer local time (excluding Nortel Networks holidays).



### **Around-the-Clock (24x7, 4-hour)**

After initiating the process, you will receive advance shipment of field-replaceable hardware components. We will make a reasonable effort to deliver the component within four hours (depending on distance) 7x24x365 (including Nortel Networks holidays). Availability is subject to local country capabilities.

### **Onsite Service for Parts Replacement**

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Onsite Services provides the onsite labor for your parts installation, should you need this service. It includes Access and Courier Services. The response level you choose for Onsite Service must be the same level as you have chosen for your Courier Service. Availability of this service is subject to local country capabilities including customs, legal, or other country- specific issues preventing our meeting this response. The fee for this service includes the Access Core and Courier Service fees.

### **Next-Business-Day**

We will make a reasonable effort to install our field-replaceable hardware components the next business day, where applicable, Monday through Friday, 7:00 a.m. to 7:00 p.m. customer local time (excluding Nortel Networks holidays).

### **Same-Business-Day (7a.m.-7p.m., 4-hour)**

We will make a reasonable effort to install your field-replaceable hardware components within four hours on the same business day, depending on customer location and the time when the diagnosis was completed, Monday through Friday, 7:00 a.m. to 7: 00 p.m. customer local time (excluding Nortel Networks holidays).

### **Around-the-Clock (24x7, 4-hour)**

We will make every reasonable effort to install your field-replaceable hardware components within four hours (depending on distance) 7x24x365 (including Nortel Networks holidays). Availability is subject to local country capabilities..

Notification of firmware upgrades or hardware/software revisions:

Maintenance is a component of the Access Services Core Service included in the proposed maintenance service options. Nortel Networks service-contracted customers are automatically provided with software updates, which encompass new features, enhancements and improvements, for any products covered under the service agreement, at no extra charge. All software upgrades are via downloadable flash upgrades. Additionally, the software upgrade process allows customers to schedule the actual booting of any new code at a specified interval so as to minimize network disruption.

Nortel Networks automatically provides generally available software releases, maintenance updates, patches and fixes to our service-contracted customers. These are distributed either electronically via the Web or by CD-ROM, where appropriate. Customers receive CDs for major upgrades only. Interim or patch releases will be available only from our Web site.

Additionally, as a Nortel Networks Global Customer Care Services contract customer with a qualifying service contract, you're eligible for Assurance Online. Assurance Online provides you with access to a full range of value-added, on-line support by supplementing our base-level Software, Programs, Documentation and Training with an added level of on-line service and support that's available on-demand -- around-the-world, and around-the-clock. Your Assurance Online Login serves as the key for

unlocking the full suite of on-line tools, services, resources and interactive capabilities of Assurance Online as described below -- many of which are inaccessible to non-contract customers.

#### Case Management

Use this real-time tool to open a case with one of our worldwide Technical Solutions Centers. Determine the status of any open case – and contribute case notes to help expedite a solution.

#### Solutions Exchange

Search our knowledge database to find solutions to common network problems. Quickly track down, diagnose and implement technical solutions for simple network problems -- whenever they arise.

#### Bug Viewer

Keep apprised of software problems and bug fixes with our innovative bug tracking and monitoring tool.

#### Software Services

Download major software releases, updates and more. Enhances our base-level software services by providing access to software that is available to qualifying service contract customers only.

#### Software Distribution Methodology

Nortel Networks provide software upgrades, patches, and fixes in a timely, consistent manner available through various distribution methods. The following describes the software distribution methodologies:

1. *Proactive Distribution* - This method provides customers with software releases automatically. The database for proactive distribution is maintained by Nortel Networks as a component of the contract database. This method is also known as Push Distribution. Software media distribution will take place as necessary for router and hub software. Product Management will determine the necessity of each distribution. In addition, software updates will be available over the worldwide web for entitled customers. This method is managed by Logistics.
2. *Special Agreement Distribution* - This method provides end users with pre-release software on the basis of Beta agreement between Nortel Networks and the customer, with full knowledge on both parts that these releases are not deemed of sufficient quality for Proactive Distribution.
3. *Remedial Distribution* - This method provides customers with interim code corrections prior to their availability in either a Major or Maintenance/Minor release. This method is managed by Technical Operations.

Customers become entitled to software releases according to the terms and conditions of the service contract establishing their formal relationship with Nortel Networks. This contract will be recorded in the Nortel Networks database. The database will serve as the official record of customer entitlement. Customers who have purchased the current Nortel Networks service products are entitled to receive all Hub, Router, Switch and Agent software updates and releases as they become Generally Available to support the originally purchased software products per their respective product descriptions. These services may be purchased directly from Nortel Networks or through one of our designated Partners.

**Problem notification** encompasses a one-call process. All service calls are placed to our Technical Solutions Center (TSC) by dialing toll-free 1-800-2LANWAN (1-800-252-6926). The anticipated and guaranteed response times are in accordance with the terms of the service-contracted customer's specific

service level support plan. Complete details of Nortel Networks problem reporting process and escalation procedures for problem resolution are provided in Appendix “Nortel C/S”.

**Compatibility:** There are no known compatibility issues between the proposed products and Cisco routers provided Industry Standard protocols are used. Nortel Networks cannot guarantee interoperability with implementation of proprietary features on Cisco products.

**Additional necessary items and costs such as cables, transceivers, connectors, etc.**

## **Technical Training Course Overviews**

### Quality of Service for BPS Configuration

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**COURSE NUMBER:** 0921C

**DURATION:** 2.0 Days

**PRICE:** \$1,200.00

**PREREQUISITE COURSES:** 7505D, 2740T

**PREREQUISITE SKILLS:**

- Frame Switching Interoperability
- Quality of Service Fundamentals

**EQUIPMENT REQUIREMENTS:** None

**RELATED COURSES:** Optivity Policy Services for Business Policy Switch

**DESCRIPTION:**

This leader-led, hands-on class course will provide information on how to configure the Business Policy Switch 2000 to implement Quality of Service prioritization and traffic management features. Key topics include designing policies, configuring simple policies using the QoS Wizard, creating and building policy components using the Advanced QoS tool, and troubleshooting QoS for BPS.

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- Design policies to implement on the network
- Implement simple policies using the QoS Wizard
- Create the components of a policy using the web-based management tool
- Create policies using the web-based management tool
- Verify that the policies are configured correctly
- Troubleshoot policies

**KEY TOPICS:**

- Designing policies
- Using the QoS Wizard
- Creating and building policies
- Using the Advanced QoS web tool

## Passport 1000/8000 Configuration and Management

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**COURSE NUMBER:** 7515C

**DURATION:** 4.0 Days

**PRICE:** \$2,205.00

**PREREQUISITE COURSES:** 1001H, 1113H, 0075H

**PREREQUISITE SKILLS:**

- Fundamentals of IP Networking, Self Study
- Introduction to Internetworking, Self Study
- Ethernet Basics, Self-Study
- Equivalent Experience with Bridging, Switching and Routing

**EQUIPMENT REQUIREMENTS:** None

**RELATED COURSES:** None

**DESCRIPTION:**

This course gives you a solid understanding of the installation, configuration and management of the routing switches from the Passport family of products. Lecture combined with hands-on lab exercises provides you with necessary skills to perform a bootload, create a basic configuration and view management statistics using the Command Line Interface, and use the Device Manager and VLAN Manager to create configurations. You will also be able to implement TFTP, TELNET, and SNMP Community management and define where the Passport switch should fit in your network. The course will also cover some common problem areas to avoid.

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- Describe the architecture of the Passport
- Describe how switching and VLANs are implemented on the Passport 1000 family
- Configure Layer 2 switching
- Configure MLT connectivity
- Configure 802.1Q tagging
- Configure the Passport for routing
- Configure VRRP
- Design and configure a network using the Passport family of switches
- Define and discuss the management options

**KEY TOPICS:**

- 10/100/1000 Ethernet
- Switching vs. Routing
- VLANs
- Multi-Link Trunking (MLT)
- Virtual Router Redundancy Protocol (VRRP)
- Spanning Tree
- Design suggestions for placing Passport in the network

- Booting, configuring, monitoring the Passport
- Hardware of the Passport product

## Passport 1000/8000 Advanced Configuration and Diagnostics

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**COURSE NUMBER:** 7516C

**DURATION:** 4.0 Days

**PRICE:** \$2,345.00

**PREREQUISITE COURSES:** 2012T, 7515C

**PREREQUISITE SKILLS:**

- Bridging Technologies
- Learning OSPF CD-ROM or equivalent
- Passport 1000/8000 Configuration and Management or equivalent

**EQUIPMENT REQUIREMENTS:** None

**RELATED COURSES:** None

**DESCRIPTION:**

Passport 1000/8000 Advanced Configuration and Diagnostics is a leader-led course that provides technical audiences with the knowledge and skill they will need to configure the advanced features and troubleshoot the device using the built-in tools of the Passport Routing Switch. Advanced features include:

- OSPF Routing using multiple areas
- OSPF and IP-RIP interoperability
- Quality of Service (QoS)
- Integrating Passport in an ATM and POS environment
- Route summarization and aggregation
- Multicast routing
- Advanced system management techniques using the command line interface

At the end of this training, you will be able to explain, configure and diagnose these features and the technologies that support them.

**KEY TOPICS:**

- RIP functionality on the Passport
- OSPF functionality on the Passport
- QoS functionality on the Passport
- ATM features and functions
- POS features and functions
- Passport Multicast support
- Routing Policies
- Routing Filters

**OBJECTIVES:**

Upon successful completion of this course, you will be able to:

- Configure IP Routing using Open Shortest Path First (OSPF)
- Configure Mixing RIP and OSPF routing protocols
- Configure DVMRP and IGMP
- Configure QoS
- Configure Passport for an ATM environment
- Configure Passport for a POS environment
- Configure NSSA and MD5 Authentication
- Configure IP flow filter

### Global Knowledge – Nortel Networks Premier Education Partner

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Global Knowledge is now Nortel Networks Premier Education Partner responsible for the development and delivery of Nortel Networks Enterprise Solutions products technical training in North America. Leveraging Global Knowledge's core competency as the world's largest independent IT education company as well as the world's largest networking training company, ensures that Nortel Networks can continue to deliver optimal, high quality training to customers. With the addition of Nortel Networks North American Enterprise Solutions Training organization, Global Knowledge employs over 1,700 employees in 21 countries, offering a multitude of courses in 16 languages.

Global Knowledge is the world's leading IT education integrator whose entire focus is quality education. Nortel Networks customers benefit from and have access to the complete IT solutions offered by Global Knowledge. This comprehensive breadth of offerings provides Nortel Networks customers access to over 400 different courses on a daily basis. Global Knowledge's delivery mediums place them well above other training providers. No other provider offers Nortel Networks customers as many different IT courses, in combination with as comprehensive a delivery mix:

- Instructor-led classroom training
- Live interactive distance learning solutions
- Self-paced training
- Onsite training
- Customized programs

A current published Course Schedule for all of our Technical Training Course offerings, complete with course description, dates and locations, is maintained on the World Wide Web and accessible at <http://get.globalknowledge.com/norteltraining/>.

#### **BayStack 350/450:**

The BayStack 350/450 switch products were designed with simple administration capabilities in mind. As such, there is no class offered through Global Knowledge Network that specifically addresses these products. However, the following self-paced CD ROM encompasses LAN Campus Ethernet Solutions. The current version of Device Manager for managing Passport 8600 and the Business Policy Switch is also used to manage BayStack 350/450 switches. Please refer to the previously described classes offered for these products.

### LAN Campus Ethernet Solutions Training

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**COURSE NUMBER:** 4003T

**DESCRIPTION:** This course covers the development of LAN Campus Ethernet network solutions based on a customer's critical requirements and applications. The course identifies customer requirements and positions Nortel Networks products that best fit those customer requirements. Finally, the course presents a case study in which a LAN Campus Ethernet solution is successfully implemented.

**OBJECTIVES:** The course identifies customer requirements and positions Nortel Networks products that best fit those customer requirements. Finally, the course presents a case study in which a LAN Campus Ethernet solution is successfully implemented.

**PREREQUISITE COURSES:** None

**PREREQUISITE SKILLS:** None

**EQUIPMENT REQUIREMENTS:**

Minimum System Requirements:

- Windows 3.1
- 133 MHz processor
- 16 MB RAM
- 4X CD-ROM drive with controller
- Sound card, 8 bit
- 256-color, 600 x 800 or larger monitor with 16 or 24 bit graphics display
- Netscape 4.0 or Internet Explorer 3.0 (JavaScript) to display web pages
- Adobe Acrobat reader 3.0 to display the PDF files

**RELATED COURSES:** None

**DURATION:** Self-paced

**PRICE:** US\$131.00 (All products are subject to appropriate shipping costs and state/provincial taxes)

*4.4.3.16 The offeror must offer technical training and provide cost information for a qualified instructor to provide this training. This cost information must cover two possible venues, either the Buyer's location or the contractor's location.*

**Passport 8600 / Business Policy Switch:** Instructor-led training can be conducted either at an authorized Nortel Networks training facility or on-site at a location designated by participating WSCA agencies. The costs for on-site instructor-led training conducted at a designated customer facility is provided below. This includes hands-on training with equipment on-site. Otherwise, if the customer elects to attend the instructor-led training course at an authorized Nortel Networks training facility, the price per student is as listed in the Technical Training Course Overviews provided in our previous response to paragraph #4.4.3.15.

#### Pricing for Onsite Classes

##### **Course Number 0921N: Quality of Service for BPS Configuration**

(2 days)

\$6,000 per day for 12 students (max)

This includes T& L, Equipment & Books.

Per Class

##### **Course Number 7515N: Passport 1000/8000 Configuration and Management**

(4 days)

\$6,000 per day for 12 students

\$2,205 per each additional student over 12 (max 20)  
This includes T& L, Equipment & Books.  
Per Class

**Course Number 7516N: Passport 1000/8000 Advanced Configuration and Diagnostics**  
(4 days)  
\$6,000 per day for 12 students  
\$2,345 per each additional student over 12 (max 20)  
This includes T& L, Equipment & Books.  
Per Class

### Nortel Networks On-Site Training

The task of keeping your network running at optimum performance is an ongoing challenge. Without continuous, up-to-date technical training, your staff -- and your business -- is at a disadvantage. The WSCA agencies' staff can spend less time away from the office and more time learning how to optimize your network -- with Nortel Networks On-Site Training. Let Nortel Networks and our Authorized Education Centers bring comprehensive training courses directly to you!

#### On-Site WSCA Classroom/Lab requirements:

##### Space Requirements

- 800-1,000 sq. ft. minimum for both classroom and lab with adequate AC and heat controls
- This will accommodate both an area for a classroom setting and a lab which may be in the same or separate rooms
- The lab area must be one that can be secured

##### Instructor's Classroom Area Requirements

- Whiteboard and markers
- Flip chart and stand with flip-chart markers
- Table for the instructor's use

##### Student Classroom Area Requirements

- 3' of table space per student
- Average of 12 students per class

##### Lab Area Requirements

- Eight 5' tables or six 8' tables

##### Power Requirements

- Receptacles and power strips to operate 24 devices
- Total power requirements of 120 amps @ 110V
- Heavy duty extension cords (12 gauge recommended) to reach the lab requirements

The actual training course fees are then applied (i.e., the actual cost of the class x number of students who will attend.)



## On-site Training Makes Good Business Sense

Your technical staff needs up-to-the-minute training, yet they need to ensure your network's availability and performance at the same time!

Nortel Networks On-Site training is a perfect solution for organizations that need to train groups of up to 12 network managers and administrators.

### **The benefits to you and your organization are considerable:**

- Save on travel and lodging expenses.
- Focus on the training that specifically meets your organization's needs.
- Choose the time and place for lecture/lab courses delivered by highly qualified instructors.
- Train your entire staff quickly and economically.

### **Get the Network Training You Need - The Way You Need It!**

Nortel Networks On-Site Training can address all your training requirements for Nortel Networks products. Choose courses that range from "Internetworking Fundamentals", to "Network Management with Optivity Enterprise for UNIX", to "Frame Switch Interoperability and Implementation". You can select just the course you want from the Nortel Networks course schedule.

### **With On-Site Training, you get:**

- A certified Nortel Networks instructor
- Nortel Networks training materials
- Equipment needed to conduct current Nortel Networks lecture/lab courses on-site

## Register for Nortel Networks On-Site Training Today!

Contact your local Nortel Networks Educational Services Center to find more information and pricing for an On-Site at your location: In the U.S., please call 877-662-5669, Option 1, Option 3, Option 2. For international calls, please call 972-362-3999 Option 1, Option 3, Option 2.

**BayStack 350/450:** As mentioned previously, the BayStack 350/450 switch products were designed with simple administration capabilities in mind. As such, there is no instructor-led class offered through Global Knowledge Network that specifically addresses these products.

Please refer to the answer previously provided for information about on-site training.

## **ATTACHMENT B**

### **Standard Contract Terms and Conditions**

#### **Western States Contracting Alliance (WSCA)**

**1. PARTICIPANTS:** Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive.

#### **2. DEFINITIONS:**

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

**3. QUANTITY ESTIMATES:** Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

**4. SPECIFICATIONS:** Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says "no substitute." Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

**5. ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS:** The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

**6. SAMPLES:** Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

**7. CASH DISCOUNT TERMS:** Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

**8. TAXES:** Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

**9. MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS:** Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

**10. PATENTS, COPYRIGHTS, ETC:** The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

**11. AWARD:** Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an invitation to bid will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

**12. NON-COLLUSION:** By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

**13. TERMINATION:** Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

**14. DEFAULT AND REMEDIES:**

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

- (1) Exercise any remedy provided by law or equity;
- (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
- (3) Impose liquidated damages, as specified in the solicitation or contract;
- (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

**15. LAWS AND REGULATIONS:** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

**16. CONFLICT OF TERMS:** In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

**17. REPORTS:** The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

**18. HOLD HARMLESS:** The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

**19. ORDER NUMBERS:** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

**20. GOVERNING LAW AND VENUE:** This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State. The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

**21. DELIVERY:** The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

**22. WARRANTY:** As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The CONTRACTOR agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the PURCHASING ENTITY under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The CONTRACTOR (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the PURCHASING ENTITY apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the CONTRACTOR warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used,

(4) the product will be suitable for any special purposes that the PURCHASING ENTITY has relied on the CONTRACTOR'S skill or judgment to consider when it advised the PURCHASING ENTITY about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the PURCHASING ENTITY has not been warned. Remedies available to the PURCHASING ENTITY include the following: the CONTRACTOR will repair or replace (at no charge to the purchasing entity) the product whose nonconformance is discovered and made known to the CONTRACTOR in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the CONTRACTOR will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the PURCHASING ENTITY may otherwise have under this contract with respect to defects.

**23. AMENDMENTS:** The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

**24. ASSIGNMENT/SUBCONTRACT:** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

**25. NONDISCRIMINATION:** The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

**26. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**27. INSPECTIONS:** Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

**28. PAYMENT:** Payment for completion of an contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

**29. FORCE MAJEURE:** Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

**30. HAZARDOUS CHEMICAL INFORMATION:** The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

**31. FIRM PRICE:** Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

**32. EXTENSION OF PRICES:** In the case of error in the extension of prices in the proposal, the unit prices will govern.

**33. PROPOSAL PREPARATION COSTS:** WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

**34. CERTIFICATION REGARDING CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

**35. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

**36. POLITICAL SUBDIVISION PARTICIPATION:** Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**37. E-RATE COMPLIANCE:** Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, and

in accordance with any State and local government E-rate related requirement(s) of the authorized procuring agency.

**38. CERTIFICATION REGARDING DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

**39. RECORDS ADMINISTRATION:** The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

**40. AUDIT OF RECORDS:** The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

**41. PRICES AS CEILING:** Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

**42. STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS:** Apart from the Lead State conducting the solicitation, the States indicated on Attachment A have signified their intent to enter into a price agreement and, except where Attachment A or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment A of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

**Revision Date: April 2001**



## ATTACHMENT C

### NORTEL AND CISCO PRICE DISCOUNT SCHEDULE

[See Excel pricing schedule (<http://purchasing.utah.gov/wsca/ElucrPricingMatrix.xls>)]